



WASHINGTON STATE FERRIES

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS

NEW 144 - AUTO FERRIES

DESIGN - BUILD CONTRACT NO. 00-6674

PHASE II

TECHNICAL PROPOSAL REQUIREMENTS

VOLUME II

JULY 2006

WASHINGTON STATE FERRIES

NEW 144 - AUTO FERRIES DESIGN - BUILD CONTRACT

REQUEST FOR PROPOSALS

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WASHINGTON STATE FERRIES

NEW 144 - AUTO FERRIES DESIGN - BUILD CONTRACT

REQUEST FOR PROPOSALS

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**REQUIREMENTS FOR DEVELOPMENT
OF PHASE II TECHNICAL PROPOSALS**

WASHINGTON STATE FERRIES

NEW 144 – AUTO FERRIES DESIGN - BUILD CONTRACT

REQUIREMENTS FOR DEVELOPMENT OF PHASE II TECHNICAL PROPOSALS

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WASHINGTON STATE FERRIES

NEW 144 – AUTO FERRIES DESIGN - BUILD CONTRACT NO. 00 - 6674

REQUIREMENTS FOR DEVELOPMENT OF PHASE II TECHNICAL PROPOSALS

SECTION 1 GENERAL INFORMATION

1.1 INTRODUCTION

This RFP Vol. II presents the procedures and requirements for development, submittal, and review of Technical Proposals for the design of the ferries which must be followed by Proposers participating in the Phase II Technical Proposal process. A failure to comply with the procedures or requirements of this RFP Volume II may render a Proposer non-responsive and, therefore, disqualified from continued involvement in the RFP.

1.2 PHASE II PROCUREMENT SCHEDULE

Action	Date
Issue RFP Volumes II, III, IV, V	July 31, 2006
Phase II Kickoff Meeting	August 15, 2006
Notice of Intent Due from Proposers	August 29, 2006
Phase II Notice to Proceed	September 5, 2006
Proposer Questions Due Date	October 31, 2006
Final Technical Proposals Due	January 2, 2007

1.3 PREQUALIFIED AND BEST QUALIFIED PROPOSERS

Prequalification requirements and the prequalification process are provided in RFP Volumes IA and IB. A notice of prequalification and selection as best qualified is a prerequisite for participation in Phase II, Development of Technical Proposals. In the fall of 2005, WSF completed the prequalification process in Phase I, issuing notices of prequalification and best qualified status to the following three (3) shipyards: J. M. Martinac Shipbuilding Corp.; Nichols Brothers Boat Builders, Inc. and Todd Pacific Shipyards Corp. (referred to in this RFP Volume II as “Proposer(s)” or “shipyard(s)”).

No other proposer may participate in the Phase II Technical Proposal process; provided however, WSF reserves the right to reopen Phase I to prequalify and select other best qualified proposers in the event one or more of the above identified shipyards decline to participate in, withdraws, or is disqualified from, further involvement in the RFP process.

1.4 RFP PACKAGE, QUESTIONS AND COMMUNICATIONS

1.4.1 RFP Package

Copies of the RFP package may be purchased for the non-refundable fee of \$200.00 each by contacting:

Pick-up Address

Washington State Department of Transportation
Attention: Ken Walker
Transportation Building, Room 1A23
310 Maple Park Avenue SE
Olympia WA 98504-7360
Phone: 360.705.7017

Direct All Questions Regarding RFP To:

Washington State Ferries, a division of
Washington State Department of Transportation
David H. Humphreys, Project Engineer (WSF Representative)
Phone: 206.515.3666
Fax: 206.515.3676
E-mail: humphreys@wsdot.wa.gov

1.4.2 Communications

The WSF Representative for receiving Proposer's questions and all other communications regarding the project and this RFP is set forth in Section 1.4.1 above. Except for communications expressly permitted by this RFP Volume II, Proposers shall not discuss the RFP with other WSF staff members or WSF consultants involved in the project before Contract award or cancellation of the RFP. Neither shall any Proposer discuss any aspect of their Technical Proposal with any other Proposer or representative or agent of such other Proposer, provided however, previously prequalified and best qualified shipyards that participate in Phase II of the

RFP process solely as a subcontractor to another Proposer may communicate with such Proposer regarding its Technical Proposal. Any Proposer engaging in prohibited communications may be disqualified at the sole discretion of WSF. Delivery to WSF of final Technical Proposals is addressed in Section 2.1 below.

1.4.3 Questions

Any Proposer questions regarding a perceived discrepancy, deficiency, ambiguity, error or omission contained in the RFP documents, or of any provision that a Proposer otherwise fails to understand regarding the RFP documents for the project, must be submitted in writing to WSF's Representative, identified in Section 1.4.1, by the deadline set forth in Section 1.2 above. Requests for clarification and interpretation must specifically reference the affected section(s) and page(s) of the RFP documents, unless such request is of general application. Telephone requests will be accepted provided that the requests are followed up in writing by letter or email to WSF's Representative.

WSF shall only accept questions during the RFP process from the three selected Proposers. WSF shall not accept, and has no obligation to respond to, inquiries from subcontractors, suppliers, vendors, or other third parties.

WSF will provide written responses via e-mail to all Proposers regarding questions received and will also post the questions and answers on WSF's Contract website at http://www.wsdot.wa.gov/ferries/your_wsf/doing_business_with/contracts/RequestForProposals/. The scope and content of a response to a Proposer's question shall be solely determined by WSF. No such response, or other communication by WSF, whether written or oral, shall constitute a modification to the requirements of the Technical Specification or other provisions of the RFP, including without limitation this RFP Volume II, unless formally issued by WSF as an RFP Addendum. If WSF determines, in its sole discretion, that any interpretation or clarification resulting from the question and answer process requires a change in the RFP documents, WSF will issue an Addendum making such change.

1.5 PHASE II KICK OFF MEETING

WSF will host a Phase II Kick Off Meeting as set forth below:

Date:	Tuesday August 15, 2006
Time:	9:00 AM - 11:00 am
Location:	Washington State Ferries 2901 Third Ave., Suite 500 Seattle, WA. 98121

1 The purpose of such meeting will be to introduce the representatives of the Proposers
2 and WSF and entertain questions of a general nature regarding the Phase II Technical
3 Proposal process. Only the three selected Proposers and no more than three
4 individual representatives for each such Proposer may attend and participate in the
5 meeting. No Proposer shall submit or discuss any question(s) at the meeting which
6 relate to, or otherwise discloses, any aspect of its intended or potential Technical
7 Proposal.
8

9 **1.6 PROPOSER NOTICE OF INTENT TO PARTICIPATE IN PHASE II**
10 **TECHNICAL PROPOSAL PROCESS AND TECHNICAL PROPOSAL**
11 **DELIVERABLES SCHEDULE.**
12

13 **1.6.1 Notice of Intent**
14

15 No later than fourteen (14) calendar days after the Phase II Kick Off Meeting, all
16 previously selected Proposers wishing to continue in the RFP process shall execute
17 and deliver to WSF their written notice of intent ("Notice of Intent") to participate in
18 the Phase II Technical Proposal process. Said Notice of Intent shall be in the form as
19 set forth in Appendix "A" hereto. Any previously selected Proposer who fails to
20 properly and timely submit said Notice of Intent to participate in the Phase II
21 Technical Proposal process shall be deemed to have elected to withdraw and shall not
22 be subsequently permitted to participate in Phase II or any other aspect of this RFP.
23

24 By electing to participate in the Phase II Technical Proposal process, Proposers
25 specifically acknowledge and agree: (1) they are voluntarily assuming the risk and
26 effort associated with preparation of their Technical Proposals; (2) their final
27 Technical Proposal may not be approved by WSF; (3) they may not be the successful
28 bidder in Phase III; and (4) the sole and only compensation a Proposer may receive
29 for preparation of its Technical Proposal is the honorarium set forth in Section 4
30 below, provided the Proposer meets the requirements for receipt of such honorarium
31 as set forth therein.
32

33 **1.6.2 Technical Proposal Deliverables Schedule**
34

35 A Proposer's Notice of Intent to participate in the Phase II Technical Proposal
36 process shall be accompanied by a proposed Technical Proposal Deliverables
37 Schedule which shall set forth in a reasonable, orderly, logical and efficient sequence
38 the Proposer's schedule for submission of all drawings and other deliverables of any
39 nature required by the Technical Specification and this RFP Volume II to be part of
40 the Technical Proposal. Dates in the Proposer's schedule shall be referenced to the
41 date of issuance of the Phase II Notice to Proceed discussed in Section 1.7 below and
42 shall comply with any required submission dates contained in the Technical
43 Specification.

Such schedule shall be subject to review and approval by WSF and shall be appropriately modified by the Proposer in response to WSF review comments. A Proposer who subsequently fails to comply with its approved submission schedule of drawings and deliverables may be found non-responsive and disqualified.

1.7 NOTICE TO PROCEED WITH PHASE II TECHNICAL PROCESS

WSF shall issue a Notice to Proceed with the Phase II Technical Proposal process ("Phase II NTP") subsequent to the deadline for submission of Proposer Notices of Intent on the date noted in Section 1.2 above.

1.8 EXAMINATION OF RFP DOCUMENTS

Each Proposer shall be solely responsible for: (i) reviewing and examining, with appropriate care, the Technical Specification and all documents included in the RFP, including any supplements, addenda and clarification notices issued by WSF; (ii) requesting an explanation or interpretation of any discrepancy, deficiency, ambiguity, error, conflict or omission contained in the Technical Specification or other documents included in the RFP, or any provision that the Proposer otherwise fails to understand; (iii) investigating and informing itself of any and all project conditions and circumstances that may in any way affect the contents of its Technical Proposal or the performance of the Work after Contract award. Submission by a Proposer of a final Technical Proposal shall be a representation and warranty by it that it has fully complied with the requirements of this Section and the RFP documents and that it specifically and solely assumes the risk of all consequences of any failure to thoroughly examine the Technical Specification and other RFP documents as required herein or investigate all relevant project conditions and circumstances.

1.9 DESIGN RESPONSIBILITY

It is the intent of the RFP documents that the Proposer undertakes full responsibility for development of its final Technical Proposal, design of the vessels, and delivery of the vessels. The RFP documents do not provide the design or design details necessary to construct and deliver the vessels. The development of the Technical Proposals and the resulting design and design details are the sole responsibility of the Proposer.

1.10 OPTIONAL HULL FORM

Included within the Technical Specification is an optional hull form ("WSF Optional Hull Form") for the Vessels' hull only, which is furnished solely for informational purposes. Test data relating to the WSF Optional Hull Form is available upon request. Use of any aspect of the WSF Optional Hull Form, whether in whole or in part, shall be at the sole discretion of each Proposer. While WSF believes the Optional Hull Form meets the requirements of the Technical Specification in regard

1 to hull form design, WSF makes no representation or warranty of any form as to the
2 accuracy, adequacy, applicability, suitability or completeness of the WSF Optional
3 Hull Form or related test data. Reliance upon the WSF Optional Hull Form or related
4 test data, whether in whole or in part, shall be at the Proposer's sole risk. Each
5 Proposer shall be solely and exclusively responsible for reviewing, verifying,
6 analyzing and determining the suitability or adequacy of any aspect of the WSF
7 Optional Hull Form used by such Proposer in its Technical Proposal. WSF shall have
8 no liability or obligation as a result of any inaccuracy, inadequacy, inapplicability,
9 error, conflict or omission in the WSF Optional Hull Form or related test data. WSF
10 will furnish electronic versions of the WSF Optional Hull Form documents contained
11 in the Technical Specification. Proposers may use these documents subject to the
12 limitations noted above and any further limitations noted on the WSF Optional Hull
13 Form drawings.

14 **1.11 OWNER FURNISHED EQUIPMENT**

15 RFP Volume V describes the Owner Furnished Equipment ("OFE") for this contract.
16 A Proposer's Technical Proposal must properly incorporate the OFE into the
17 Proposer's design. WSF's Propulsion System Integration ("PSI") contractor and
18 diesel generator contractor have developed construction bid support packages of
19 information for their respective scope of supply which are included in RFP Volume V
20 and are provided to Proposers for use in preparation of their Technical Proposals.
21 The PSI and diesel generator contractors will participate in the WSF review of a
22 Proposer's Technical Proposal, submittals and deliverables as appropriate.
23 Communications with, and directions to, WSF's PSI and diesel generator contractors
24 and WSF's other OFE contractors shall be solely through WSF.
25
26
27

28 **1.12 CONFIDENTIALITY AND PROPRIETARY DATA**

29 **1.12.1 Confidentiality**

30 A Proposer shall not engage in any effort or attempt, either directly or indirectly, to
31 obtain information or knowledge regarding any other Proposer's Technical Proposal
32 or design concepts. Any Proposer who engages in such conduct shall be deemed
33 materially non-responsive and disqualified from further participation in this RFP.
34
35
36

37 Any Proposer who inadvertently receives, in good faith, information regarding
38 another Proposer's Technical Proposal or design concept shall promptly transmit such
39 information or documents, without review or consideration, to WSF.
40

41 WSF shall take reasonable and appropriate efforts to maintain the confidentiality of
42 each Proposer's Technical Proposals and design concepts. However, each Proposer
43 waives any right or claim of protest based upon an inadvertent and/or good faith
44 disclosure of its Technical Proposal by WSF. Proposers further acknowledge and
45 agree that their Technical Proposals or other proprietary data submitted as part of

1 their Technical Proposals may be furnished by WSF to: (1) WSF's OFE contractors,
2 consultants, or vendors, including the PSI and diesel generator contractors, as deemed
3 necessary by WSF to properly review a Proposer's Technical Proposal; and (2) any
4 Expert Review Panel established to advise WSF in connection with this RFP.
5

6 **1.12.2 Proprietary Data**

7

8 Except for Escrow Proposal Documents provided to WSF after award of Contract in
9 Phase III, all records, documents, drawings, plans, specifications and other material
10 relating to the conduct of WSF's business, including materials submitted by
11 Proposers, are subject to the provisions of the Washington Public Records Act (RCW
12 47.17.310 et seq.).
13

14 During the RFP process, WSF will accept materials clearly and prominently labeled
15 "TRADE SECRET" or "CONFIDENTIAL" by the submitting party. Any such
16 proprietary information, trade secrets, or confidential commercial and financial
17 information that a Proposer believes should be exempted from disclosure shall be
18 specifically identified and marked as such. Blanket, all-inclusive identifications by
19 designation of whole pages or sections as containing proprietary information, trade
20 secrets or confidential commercial or financial information shall not be permitted and
21 shall be deemed invalid. The specific proprietary information, trade secrets or
22 confidential commercial and financial information must be clearly identified as such.
23 WSF will advise the submitter of any request pursuant to the Washington Public
24 Records Act and any other applicable laws for the disclosure of any material properly
25 labeled as proprietary, trade secret or confidential so as to allow the submitter the
26 opportunity to protect such materials from disclosure. Under no circumstances,
27 however, will WSF be responsible or liable to the submitter or any other party for the
28 disclosure of any such labeled materials, whether the disclosure is deemed required
29 by law, by an order of court, or occurs through inadvertence, mistake or negligence
30 on the part of WSF or its officers, employees, contractors or consultants.
31

32 WSF will not advise a submitting party as to: (1) the nature or content of documents
33 entitled to protection from disclosure under the Washington Public Records Act or
34 other applicable laws; (2) the interpretation of the Washington Public Records Act; or
35 (3) the definition of trade secret. The submitting party shall be solely responsible for
36 all determinations made by it under applicable laws, and for clearly and prominently
37 marking each and every page or sheet of materials with "TRADE SECRET" or
38 "CONFIDENTIAL" as it determines to be appropriate. Each submitting party is
39 advised to contact its own legal counsel concerning the Washington Public Records
40 Act, other applicable laws and their application to the submitting party's own
41 circumstances.

1 In the event of litigation concerning the disclosure of any material submitted by the
2 submitting party, WSF's sole involvement will be as a stakeholder retaining the
3 material until otherwise ordered by a court and the submitting party shall be
4 responsible for otherwise prosecuting or defending any action concerning the
5 materials at its sole expense and risk.
6

7 **1.13 WSF's RIGHTS**

8

9 WSF reserves the right, at its sole discretion to:

- 10
- 11 A. appoint an Expert Review Panel to advise it in regard to review or approval of
 - 12 Technical Proposals or any other aspect of the RFP;
 - 13
 - 14 B. investigate the qualifications of any Proposer;
 - 15
 - 16 C. require confirmation of information furnished by a Proposer;
 - 17
 - 18 D. require additional information from a Proposer concerning its Technical
 - 19 Proposal;
 - 20
 - 21 E. issue addenda which modify or amend the RFP Documents, including the
 - 22 Technical Specification;
 - 23
 - 24 F. waive immaterial deficiencies or irregularities in a Technical Proposal;
 - 25
 - 26 G. reject any or all of the Technical Proposals;
 - 27
 - 28 H. cancel, modify or withdraw the RFP; or
 - 29
 - 30 I. issue a new request for proposals.
- 31

32 **1.14 TECHNICAL PROPOSAL AS A CONTRACT DOCUMENT**

33

34 The final Technical Proposal prepared, certified and submitted by the successful
35 Proposer, and as approved by WSF, will become a part of the Phase III Design -
36 Build Contract, with document precedence as assigned by the Contract. The
37 successful shipyard shall be required to conform to all aspects and provisions in its
38 Technical Proposal in the performance of the Contract.

1 **SECTION 2 TECHNICAL PROPOSAL DELIVERY, CONTENT AND**
2 **FORMAT**

3
4 **2.1 SUBMITTAL REQUIREMENTS**

5
6 **2.1.1 Due Date, Time and Location**

7
8 The deadline for receipt by WSF of properly certified, final, and complete Technical
9 Proposals is as set forth in Section 1.2 above ("Proposal Due Date").

10
11 Sealed Technical Proposals must be received at one of the following locations prior
12 to 4:00 PM Pacific Standard time, on the Proposal Due Date:

- 13 A. By U.S. mail at: Attn: Ken Walker, Post Office Box 47360, Olympia,
14 Washington 98504 - 7360. WSDOT will consider notification of receipt by
15 the Mail Room as the time of actual receipt of the Proposal.
- 16 B. By hand in person or courier in the WSDOT Contract Ad & Award Office,
17 Room 1A23 of the Transportation Building, 310 Maple Park Avenue SE,
18 Olympia WA. 98504 - 7360. Proposals delivered in person will only be
19 accepted in the WSDOT Contract Ad & Award Office Room 1A23.

20 WSDOT will not accept Technical Proposals by facsimile or electronic transmission.
21 Any Technical Proposal that fails to meet the deadline or delivery requirements will
22 be rejected and returned to the Proposer without consideration or evaluation.

23
24 **2.1.2 Submission Instructions**

25
26 The Technical Proposal must be packaged in a sealed package(s) clearly displaying
27 Proposer's name, contact person and address on the outside of each Proposal package
28 and labeled as follows:

29
30 PHASE II TECHNICAL PROPOSAL: NEW 144 – AUTO FERRIES DESIGN -
31 BUILD CONTRACT NO. 00-6674

32
33 Submittal deadline – date – time

34
35 Proposer Name, Contact Person, and Address

36
37 The submittal shall include one original, three electronic copies, and 20 hard copies.
38 The original shall be labeled "ORIGINAL" and each copy must be identified in the
39 upper right-hand corner of its front cover as "Copy ____ of ____ Copies". The
40 submittal must contain the documents and other information required by this RFP
41 Volume II.

2.2 PREPARATION OF PHASE II TECHNICAL PROPOSALS

Proposers participating in Phase II are fully and solely responsible for the content of their Technical Proposals and the ability to construct the vessels in accordance with their respective designs and specifications. During development of the Technical Proposals, the Proposers are required to identify any and all issues, inconsistencies, conflicts, ambiguities, omissions or other problem aspects of the Technical Specification including, but not limited to, the following.

- A. A conflict with other portions of the Technical Specification;
- B. Requirements that are not possible or feasible to meet;
- C. Requirements that would result in interferences;
- D. Requirements that would preclude the proper function of OFE or other specified equipment or systems; and
- E. Requirements of the United States Coast Guard and other regulatory agencies.
- F. Other issues or problems impacting development of the Technical Proposals.

Proposers must address and resolve any and all such issues with WSF during development of their Technical Proposals. Proposers acknowledge and agree that the period of time afforded in the Phase II process provides the Proposers sufficient opportunity to thoroughly review and compare all RFP Documents, including the Technical Specification so as to verify and validate the Proposer's design concept and identify any errors, omissions, inconsistencies, constructability problems or any other defect or concerns of any kind (collectively referred to as "RFP Document Issues"). By submission of what it designates to be a final and complete Technical Proposal, a Proposer agrees: (1) that it assumes and accepts all risk, costs and responsibilities arising from, or relating to, any RFP Document Issues; (2) that it expressly warrants that the Technical Specification and other RFP Documents are sufficient to enable the Proposer to complete a Technical Proposal and design meeting the RFP requirements and subsequently construct the vessels pursuant to its final Technical Proposal, if approved and awarded the Contract; and (3) that WSF expressly disclaims any responsibility for, and the Proposer expressly waives its right to seek, any increase in the Contract Price or extension of Contract Time, arising from, or relating to, any RFP Document Issue.

2.3 REQUIREMENTS FOR TECHNICAL PROPOSALS

In Phase II, Proposers must develop and submit Technical Proposals with a vessel design and specifications that are in conformance with the Technical Specification contained in RFP Volume IV and incorporate the OFE described in Volume V. The

content of the Technical Proposals shall include, at a minimum, the information and deliverables required by the Technical Specification and that described below.

2.3.1 Design Deliverables

The Technical Proposals shall include the deliverable schedules, studies, calculations, and reports described in each of the Technical Specification sections as Technical Proposal deliverables.

2.3.2 Build Strategy

A Shipyard Build Strategy shall be submitted as described in Appendix "B" hereto.

2.3.3 Drawings

The Technical Proposals shall include the drawings listed in Technical Specification Section 100. They shall be prepared in conformance with the WSF drawing schedule requirements and drawing standards required in the Technical Specification.

The Proposers are advised that the required drawings are the minimum drawings to be provided, and that Proposers may submit any additional drawings and details necessary to fully describe their design in order to furnish a final and complete Technical Proposal.

2.3.4 Specifications

- A. Section 100 of the Technical Specification details requirements for the Shipyard Specifications. The Shipyard Specifications shall be sufficient to fully depict the ferries' characteristics and identify installed equipment. The Specifications shall provide a complete description of the materials, standards of construction and testing and all other items described in the Technical Specification. They shall be written as prescriptive (not performance based) descriptions so that WSF can assess the quality and completeness of the proposed design.
- B. Complete the table provided in Appendix "C", List of Required Machinery and Equipment, hereto by entering the manufacturer (make) and model of the machinery and equipment listed at a minimum. Proposers are advised that Appendix "C" lists the minimum required equipment to be identified and that Proposers should submit information for additional equipment that is necessary to identify the quality of equipment in their respective designs.

2.3.5 Schedules

Section 100 of the Technical Specification requires several schedules in Phase II including a Master Construction Schedule (MCS) and Master Drawing Schedule (MDS). Vessel Delivery in the MCS shall conform to the dates specified in the RFP. In addition, each shipyard shall submit all deliverable schedules required in the Technical Specification. Delivery of all required schedules shall conform to the delivery dates required by the Technical Specification and the approved Technical Proposal Deliverable Schedule.

2.3.6 Schedule for Submissions

Proposers shall make all interim submittals of all drawings, schedules and other deliverables by the delivery dates required by its approved Technical Proposal Deliverables Schedule pursuant to Section 1.6.2 above or as otherwise required by the Technical Specification. Among other things, as designated in Section 2.3.9 below, Proposers shall include in their final Technical Proposal submittal a complete set of all approved interim submittals.

2.3.7 Resubmission of Deliverables to Comply with Addenda

WSF may make changes to the RFP documents, including the Technical Specification by RFP Addenda at any time before submittal of bids in Phase III. Proposers shall modify or amend any of their Phase II deliverables to comply with such Addenda. In the event a Proposer's deliverable has previously been submitted and approved by WSF, but requires revision due to an RFP Addenda, the Proposer shall resubmit such deliverable with necessary revisions and a notation as to the reason therefore.

2.3.8 Prohibition of Cost or Pricing Data

No price or cost information of any form or kind may be included in any Technical Proposal or deliverable submitted by a Proposer. Inclusion of pricing data may render the Proposer's Technical Proposal non-responsive.

2.3.9 Certification and Designation of Final and Complete Technical Proposals

On or before the Proposal Due Date as designated in Section 2.1.1 herein, Proposers shall submit to WSF a final Technical Proposal package (Record Set) consisting of a complete set of all drawings, schedules or other deliverables required by the RFP documents to be part of the Technical Proposal. Proposers shall execute and include in their final submittals a Technical Proposal Form and Signature Page in the form provided in Appendix "D". In addition, Proposers shall provide an index list of each and every drawing, schedule or other deliverable required by the RFP documents which the Proposer deems to be part of, and included within, its final and complete Technical Proposal. Such list shall identify the appropriate revision date for each

1 such deliverable and the date of approval by WSF. To the extent deliverables are
2 identified or submitted with a Proposer's final and complete Technical Proposal
3 which have not yet been reviewed or approved by WSF, the Proposer's list shall so
4 indicate. Failure to execute and provide the Technical Proposal Form and Signature
5 Page as provided in this Section shall render a Proposer's Technical Proposal non-
6 responsive.

7 8 9 **SECTION 3 TECHNICAL PROPOSAL EVALUATION PROCESS**

10 11 **3.1 TECHNICAL PROPOSAL REVIEW BY WSF**

12 13 **3.1.1 Review Process**

14
15 In order to assure that the shipyards are preparing Technical Proposals in accordance
16 with the requirements of RCW 47.60.810 *et seq.*, the RFP, and the needs of the State,
17 each item required as a Phase II deliverable by the Technical Specification may be
18 reviewed on an interim basis by the WSF Representative pursuant to the Technical
19 Proposal Deliverable Schedule as described in Section 1.6.2. In such event, WSF
20 will provide the comments designated in Section 3.1.2 below. Final approval or
21 rejection of any individual Technical Proposal as described in Section 3.2 below will
22 not take place until after all complete and final Technical Proposals have been
23 submitted.

24
25 WSF will make every reasonable effort to review and return all Phase II deliverables
26 submitted to it in a timely manner. However, the Proposers are cautioned that
27 submittal of Technical Proposal deliverables without required supporting
28 documentation and references, or with supporting documentation and references that
29 are not substantially complete, may delay the WSF review process. Additionally,
30 failure by a Proposer to submit Technical Proposal deliverables according to its
31 approved Technical Proposal Deliverable Schedule may delay the WSF review
32 process or render the Proposer non-responsive and disqualified.

33 34 **3.1.2 Interim Review Comments**

35
36 In reviewing Phase II deliverables, WSF will provide one of the following four
37 review comments:

38
39 "Reviewed" -- This means that the deliverable has been reviewed by WSF and no
40 discrepancies, deficiencies or differences from the Technical Specification have been
41 noted.

1 "Reviewed and Returned with Comments" -- This means the deliverable has been
2 reviewed and minor discrepancies, deficiencies or differences from the Technical
3 Specification have been noted and shown in comments by WSF. These comments
4 need to be satisfactorily addressed, at which time the deliverable is to be resubmitted
5 to WSF.

6
7 "Returned, Not Substantially Complete" -- This means that the deliverable was
8 seriously incomplete and not ready for review. Deliverables which are not
9 substantially complete, **will not** be reviewed by WSF and will be returned stamped
10 "Returned, Not Substantially Complete". These submittals **do not** count towards
11 fulfilling the Contractor's obligation in regards to scheduling, i.e., a drawing returned
12 "Returned, Not Substantially Complete" must be resubmitted complete within the
13 scheduled time.

14
15 "Returned for Revision" -- This means that the deliverable was either incomplete,
16 incorrect and/or failed to meet the requirements of the Technical Specification in
17 serious ways that require extensive revisions to correct.

18
19 A Proposer shall not request, nor shall WSF provide, design suggestions or solutions
20 during the review process.

21 22 **3.1.3 Design Review Meetings**

23
24 WSF shall hold two design review meetings with each Proposer participating in the
25 Phase II Technical Proposal process at the following approximate times: (i) one
26 month after Phase II Notice To Proceed; and (ii) three months after Phase II Notice
27 To Proceed. WSF shall provide reasonable advance notice to each Proposer of the
28 specific date, time and location of each such review meeting. Upon request of a
29 Proposer, WSF will hold a third review meeting, at a mutually agreeable date,
30 between the first and second meetings designated above.

31
32 The purpose of each review meeting shall be to consider and review the status of each
33 Proposer's design and submission of Phase II Technical Proposal deliverables.

34 35 **3.2 FINAL APPROVAL OF THE TECHNICAL PROPOSALS**

36
37 Upon receipt and review of a Proposer's designated and certified final Technical
38 Proposal, WSF may take the following actions:

39
40 Approve the Technical Proposal. The criteria for approval shall be
41 conformance with the Technical Specification and the requirements of
42 this Volume and the other RFP Volumes.

1 Return the Technical Proposal to the shipyard for minor corrections
2 and resubmission. WSF shall determine in its sole discretion if
3 required corrections are minor and can be feasibly corrected in the
4 time available in the RFP Schedule. In order for the shipyard to
5 submit a bid for the Design - Build Contract (see below), the shipyard
6 must timely correct its Technical Proposal to the satisfaction of WSF.

7
8 Determine the Technical Proposal does not meet the RFP requirements
9 and reject the Proposal, citing specific reasons for rejection.

10
11 Technical Proposal approval by WSF shall be limited to a determination that: (i) the
12 Technical Proposal meets the requirements of the Technical Specification concerning
13 quality of equipment and materials; and (ii) building a vessel in accordance with the
14 Technical Proposal may result in a vessel that meets capacities, operating parameters,
15 services, amenities and reliability and maintainability as set forth in the Technical
16 Specification.

17
18 The Shipyard Build Strategy and Master Construction Schedule are material
19 components of a Proposer's Technical Proposal. The Shipyard Build Strategy and
20 Master Construction Schedule must contain the information and meet the
21 requirements set forth in Appendix B and the Technical Specification.

22
23 Nothing in WSF's approval of a final Technical Proposal shall be deemed a warranty,
24 representation, or acknowledgment that a Proposer's Technical Proposal and design
25 is fully complete, sufficient, adequate or free from error, omission or conflict. A
26 Proposer shall be solely responsible for any and all such deficiencies in its Technical
27 Proposal and design notwithstanding any final approval by WSF. Neither shall such
28 final approval by WSF relieve a Proposer, in any manner, from the sole and full
29 responsibility to construct a vessel that meets the requirements of the Technical
30 Specification and other RFP Documents in the event it is awarded the Contract.

31 32 33 **SECTION 4 PROPOSER'S HONORARIUM**

34
35 WSF will pay an honorarium of \$500,000 to each Proposer: (1) whose final Technical Proposal
36 is approved by WSF; (2) who provides a responsive, but unsuccessful bid for the Phase III
37 Design - Build Contract; and (3) is deemed a responsible bidder. Proposers will be required to
38 execute and deliver to WSF as part of the Phase III Bid Proposal an Honorarium Agreement, in
39 the form attached hereto in Appendix "E".

40
41 If no Contract award is made in Phase III, all responsive and responsible Phase III Proposers that
42 have timely executed and delivered the Honorarium Agreement will receive the Honorarium.

1 No Proposer shall be entitled to reimbursement of any of its costs in connection with the RFP
2 except as specified in this Section. A Proposer that is not responsible or has submitted a non-
3 responsive Proposal will not earn an honorarium.
4

5 In consideration for paying the honorarium, WSF shall have the right to use any ideas or
6 information contained in the unsuccessful Proposer's Technical Proposal in connection with any
7 contract awarded for the Project or with any subsequent procurement, without any obligation to
8 pay any additional compensation to the Proposer. Each Proposer acknowledges that WSF shall
9 have the right to inform the successful Proposer, after award of the Contract, regarding the
10 contents of all Proposals for which honorariums have been (or will be) paid, for the purpose
11 of allowing concepts to be reviewed by the successful Proposer awarded the Contract (the
12 "Contractor") and incorporated into the Contract as deemed advisable. Furthermore, upon a
13 Proposer's receipt of payment hereunder, the right to use such work product will extend to
14 other projects undertaken by WSF, as WSF deems appropriate. However, WSF
15 acknowledges that the use of any of such work product by WSF or the Contractor is at the
16 sole risk and discretion of WSF and the Contractor, and it will in no way be deemed to confer
17 liability on the unsuccessful Proposer.
18

19 In the event WSF terminates Phase II for reasons beyond the control of the Proposers prior to
20 completion of the Technical Proposals, WSF will compensate the Proposers for their direct
21 costs only, incurred in development of Technical Proposals, as of the notice of termination
22 date, in a total amount not to exceed the honorarium amount. In such an event, the Proposers
23 will be required to document costs with payroll records, subcontractor invoices, etc. which
24 shall be subject to an audit. WSF will not compensate the Proposers for consequential
25 damages and costs (e.g., lost profit, loss of business, etc.) of any form or type.
26
27

28 **SECTION 5 PROTESTS DURING PHASE II DEVELOPMENT OF** 29 **TECHNICAL PROPOSALS** 30

31 This Section sets forth the exclusive protest procedures and remedies available with respect
32 to the RFP Phase II process. Each Proposer, by submitting its Proposal, in whole or in part,
33 expressly recognizes the limitation on its rights to protest contained herein, expressly waives
34 all other rights and remedies and agrees that the decision on any protest, as provided herein,
35 shall be final and conclusive and not subject to legal challenge unless wholly arbitrary.
36 These protest procedures are included in the RFP expressly in consideration for such waiver
37 and agreement by the Proposers. Such waiver and agreement by each Proposer are also
38 consideration to each other Proposer for making the same waiver and agreement.
39

40 If a Proposer disregards, disputes, or does not follow the exclusive protest remedies set forth
41 in the RFP, it shall be deemed to have failed to exhaust its administrative remedies.

5.1 Protests Regarding RFP Documents

Proposers may protest the terms of the RFP Documents prior to the time for submission of final Technical Proposals on the grounds that: (a) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement; (b) the RFP in whole or in part exceeds the authority of WSF; or (c) the Proposer believes there are other legally valid and proper reasons to protest the terms or requirements of the RFP. Protests pursuant to this sub-Section shall be filed only after a Proposer has submitted a written request for clarification in an effort to remove the grounds for protest.

Protests pursuant to this sub-Section shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury.

Protests pursuant to this sub-Section shall be filed as soon as the basis for protest is known to the Proposer, but in any event must be actually received by WSF no later than 60 calendar days after the issue date for RFP Volumes II through V noted in Section 1.2 above; provided that protests regarding the terms of an addendum to the RFP shall be filed and actually received by WSF no later than five (5) calendar days after the addendum to the RFP is issued. Said protests shall be filed in writing by hand delivery or courier to WSF's Project Engineer and the other Proposers.

WSF will distribute copies of the protest to the other Proposers and may, but need not, request other Proposers to submit statements or arguments regarding the protest and may, in its sole discretion, discuss the protest with the protesting Proposer. If other Proposers are requested to submit statements or arguments, they may file a statement in support of or in opposition to the protest within seven (7) calendar days of the request.

The protesting Proposer shall have the burden of proving its protest by clear and convincing evidence. No hearing will be held on the protest unless WSF so decides. In the absence of a hearing, WSF will decide the protest on the basis of the written submissions within fifteen (15) calendar days after it receives the protest; provided WSF may require additional time to review and issue a decision on the protest in which event it shall advise the protesting Proposer of WSF's anticipated decision date. WSF will furnish copies of the decision in writing to each Proposer. The decision shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. If necessary to address the issues raised in the protest, WSF will make appropriate revisions to the RFP by issuing addenda. WSF may in its sole discretion extend the Final Technical Proposals Due Date.

1 Notwithstanding the existence of a protest, WSF may, in its sole discretion, continue
2 the procurement process or any portion thereof.
3

4 A Proposer who fails to strictly comply with the requirements of this sub-Section
5 shall be deemed to have fully and unconditionally waived any protest, of any form or
6 nature, regarding the terms of the RFP Documents. Such waiver shall include, but is
7 not limited to, any assertion that the RFP Documents are legally defective or
8 insufficient for any reason.
9

10 **5.2 Protests Regarding Approval or Rejection of Final Technical Proposal**

11

12 A Proposer may not protest WSF's action or review of any individual, or group, of
13 Technical Proposal deliverables or submissions that constitutes only one, or a part of,
14 all the required deliverables and submissions under the Technical Specification and
15 RFP documents. A Proposer may protest, according to the procedures set forth
16 herein, a final decision by WSF on a Proposer's certified, final and complete
17 Technical Proposal provided the following conditions precedent are met: (1) the
18 Proposer has properly submitted, certified and designated its final Technical Proposal
19 as required in this RFP Volume II; (2) the Proposer is deemed responsive and has
20 complied with the requirements and procedures for this RFP Volume II; and (3) WSF
21 has issued a final written decision to the Proposer regarding its final Technical
22 Proposal.
23

24 In such event, the Proposer must provide written notice of protest to WSF's Project
25 Engineer within five (5) calendar days after issuance of WSF's written decision
26 regarding the Proposer's final Technical Proposal.
27

28 Within seven (7) calendar days after delivery of its notice of protest, the protesting
29 Proposer must file with WSF a detailed statement of the grounds, legal authorities,
30 and facts, including all documents and evidentiary statements, in support of the
31 protest. Evidentiary statements, if any, shall be submitted under penalty of perjury.
32 The protesting Proposer shall have the burden of proving its protest by clear
33 convincing evidence.
34

35 Failure to file a notice of protest or a detailed statement within the above designated
36 period shall constitute an unconditional waiver of the right to protest WSF's decision
37 on the Proposer's final Technical Proposal. No evidentiary hearing or oral argument
38 shall be provided, except in the sole discretion of WSF. WSF will issue a written
39 decision regarding the protest within fifteen (15) days after it receives the detailed
40 statement of protest; provided WSF may require additional time to review and issue a
41 decision on the protest in which event it shall advise the protesting Proposer of
42 WSF's anticipated decision date. Such decision by WSF shall be final and conclusive
43 and not subject to legal challenge unless wholly arbitrary.

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5.3 Judicial Review

Any final decision on a protest made by WSF pursuant to this Section 5 shall be conclusive subject to the scope of judicial review permitted under Washington Law. A petition requesting such review, if any, must be filed with the Thurston County Superior Court and served on WSF within five (5) days of Proposer's receipt of WSF's final written decision on the protest. Failure by the Proposer to timely file and serve such petition shall be deemed a waiver of any right of the Proposer to seek judicial review of WSF's decision on its protest.

(END)